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May 3, 1994

DIRECT DIAL NUMBER

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(415) 393-2070

MAY 12 1994

Mr. Jonathan D. Levy
Economist
Federal Communications Commission
Office of Plans and Policy
Washington, D.C. 20554

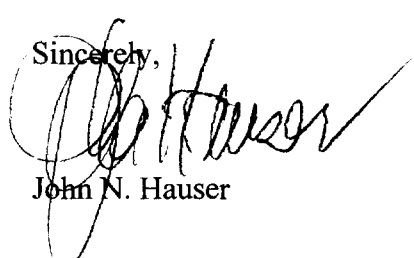
**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY**

**Inquiry into Sports Programming Migration
PP Docket No. 93-21**

Dear Mr. Levy:

At your request we enclose copies of the current agreements with Prime Ticket Network and ABC covering telecast or cablecast of regular season Pacific-10 Conference home football games. The ABC Agreements also include Big Ten home games. We have redacted a few provisions that deal with rights fees. If you have any questions please don't hesitate to give me a call.

Sincerely,


John N. Hauser

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

THOMAS C. HANSEN, COMMISSIONER
800 SOUTH BROADWAY, SUITE 400
WALNUT CREEK, CA 94596 PHONE: (415) 932-4411

September 27, 1990

Mr. John C. Severino
President/CEO
Prime Ticket Network
10000 Santa Monica Blvd.
Los Angeles, CA 90067

Dear Sev:

This is to acknowledge receipt of the executed copy of the first amendment to the September 25, 1989 Pac-10 Conference/Prime Ticket Agreement.

Please thank Kitty for sending it by next day service.

Cordially,

Thomas C. Hansen

TCH:tlh

cc: Christopher W. Burford, III
John N. Hauser ✓
Kathryn H. Gregoryk

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Ansd.

**FIRST AMENDMENT TO
PACIFIC-10 CONFERENCE/PRIME TICKET NETWORK
CABLE TELEVISION AGREEMENT**

This first amendment to the September 25, 1989 PAC-10 Conference/Prime Ticket Network Cable Television Agreement is made to be effective August 3, 1990.

Paragraph 1. Grant of Cablecasting Rights is hereby amended to delete the wording beginning on the fourth line of said paragraph ". . . one per week commencing the first week in September and continuing through the third week in November".

All other wording, terms and conditions of the September 25, 1989 Agreement are to remain the same.

DATED:

PRIME TICKET NETWORK, A CALIFORNIA
LIMITED PARTNERSHIP, through its
general partner, CVN, Inc., a
California corporation

9/25/90

By: 

JOHN C. SEVERINO,
President

DATED:

PACIFIC-10 CONFERENCE

By: 

EDWARD M. BENNETT,
President

DATED:

8-20-90

By: 

THOMAS C. HANSEN,
Commissioner

MAY 12 1994

**PACIFIC-10 CONFERENCE/PRIME TICKET NETWORK
CABLE TELEVISION AGREEMENT**

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

This Agreement is made to be effective as of September 25, 1989, at Walnut Creek, California, by and between the Pacific-10 Conference, a California non-profit association, comprised of ten institutional members set forth in Schedule A, ("PAC-10"), with its conference office located at 800 South Broadway, Suite 400, Walnut Creek, California 94596, and Prime Ticket Network, a California Limited Partnership ("PTN"), with its offices located at 401 South Prairie Avenue, Suite 104, Inglewood, California 90301.

1. **Grant of Cablecasting Rights.** The PAC-10 hereby grants to PTN the right and license to present throughout the United States, preferably on a live basis, cablecasts* of twelve (12) Saturday PAC-10 football games per year, ~~one per week commencing the first week in September and continuing through the third week in November,~~ and thirty-five (35) other PAC-10 events throughout the academic year, exclusive of men's basketball. PTN shall have the right and obligation to sublicense to ESPN two (2) of the twelve (12) football games and five (5) men's and five (5) women's events of the 35 other events. The 35 other PAC-10 events to be shown will be recommended by the PAC-10 and selected by PTN annually and shall include the sports of track and field, gymnastics, swimming, tennis, baseball, volleyball, softball and women's basketball.

PTN shall have selection priority over any other entity for the television/cablecasting presentation of PAC-10 sports except in the sports of football, where primary rights are held by ABC, and men's basketball. There are two time windows available for football cablecasts, each lasting 3-1/2 hours, the first beginning, at PTN's option, at either 3:30 p.m. or 4:00 p.m., current California Pacific Time and the second beginning, at PTN's option, at either 7:00 p.m. or 7:30 p.m. current California Pacific Time. Cablecasting rights to PAC-10 football games are secondary in selection of games to ABC's primary over-the-air rights as set forth in the PAC-10 Bidding Guidelines and Specifications packet of February 17, 1989, incorporated herein by reference, and as further defined in the PAC-10's July 25, 1986, contract with ABC and its extension agreement thereto. PTN must observe ABC's exclusive time periods.

2. **Scheduling.** For women's volleyball by July 1, for fall/winter sports other than football and women's volleyball by September 1, and for spring sports by October 1 of each year, the PAC-10 shall submit to PTN its full schedule of all sporting events other than football and men's basketball from which PTN shall select the specific events to be cablecast by PTN during

*For purposes of this Agreement, the right to present cablecasts shall include presentation for television viewing through cable television systems, satellite master antenna television systems, multipoint or multichannel multipoint distribution services and direct broadcast satellite.

that year, following, as available time periods permit, the mix of sports recommended by the PAC-10. When indicating to the PAC-10 the events selected by PTN for cablecasting, PTN shall also indicate the times at which it wishes to have such events held. It is the desire of the PAC-10 that intra-Conference events be cablecast, particularly in the sport of football.

3. Availability of Contests. The PAC-10 and each PAC-10 member shall use best reasonable efforts to make available for cablecasting by PTN any game or event requested by PTN at the time designated by PTN in accordance with the provisions of this Agreement.

4. Exclusivity of Rights. The rights granted to PTN and its sublicensees hereunder for the sport of football only shall be exclusive and except for ABC's existing rights with respect to football, the PAC-10 shall not grant to any other person or entity any rights to exhibit through any form of television, cable television, satellite television or other video or similar medium any football game hosted or controlled by a PAC-10 member institution. The foregoing shall not prohibit an individual PAC-10 member institution from granting rights to football games with respect to its own home area, provided such grant is not inconsistent with this Agreement. For an individual institutional telecast beyond the home area, prior agreement with PTN shall be required and such agreement will not be unreasonably withheld. So as to enhance the attractiveness of the PTN/PAC-10 series to cable system operators, potential and current cable subscribers and advertisers, PAC-10 members agree not to make such telecasts of games against USC and UCLA in the Los Angeles television market.

5. Exclusive Cablecasting Period. The PAC-10 hereby grants PTN an exclusive time period for the initial live or same-day delayed presentation of each game or event with respect to which PTN is granted rights hereunder. With respect to football games, such exclusive time period shall be for a duration of three (3) hours and thirty (30) minutes, commencing from the start of the game cablecast (as differentiated from a pre-game show). Just as a PTN football presentation may overlap an ABC presentation by not more than 45 minutes of that network's scheduled telecasting period, a telecast or cablecast by a PAC-10 member in the sport of football may overlap a PTN presentation by not more than 45 minutes of the exclusive time period. With respect to all other sports, the exclusive time period shall extend from 30 minutes after the start of the cablecast of the game or event until thirty (30) minutes prior to its anticipated conclusion, with the PAC-10 and PTN to mutually agree on such time of anticipated conclusion if required by the intention of the PAC-10 or a PAC-10 member institution to present another telecast or cablecast on the same date.

During the exclusive time period specified above, neither the PAC-10 nor any PAC-10 member institution shall permit any other telecasts or cablecasts of any game or event hosted by a PAC-10 member institution (or for which a PAC-10 member institution holds or grants the television/cablecasting rights) to be presented in any television or cable television medium, live or delayed, except for a closed circuit football telecast presented on its campus or to alumni clubs.

PTN and the PAC-10 may mutually agree in writing to waive a PTN exclusive cablecasting period on an event-by-event basis.

6. Championships. This Agreement hereby supercedes the earlier agreement between the PAC-10 and PTN whereunder PTN was granted rights to cablecast six (6) PAC-10 championships each year, and that agreement is hereby terminated. Those six (6) annual cablecasts shall be included in the number otherwise required by this Agreement, except that consistent with its own economic interests and its other contractual cablecasting commitments, and to the extent the schedules of the various events result in two or more events taking place in the same or a nearby location at concurrent or closely spaced time periods, PTN will endeavor to present up to six (6) annual cablecasts in addition to the number otherwise required by this Agreement.

7. Term. The term of this Agreement shall be for six (6) years, with an option to extend to ten (10) years. Said option to extend to ten (10) years must be mutually agreed upon in writing prior to the beginning of the sixth (6th) year to be effective. The Agreement term shall be July 1, 1989 - June 30, 1995, unless extended. The PAC-10 shall provide PTN a right of good faith first negotiation for the award of the future rights as described herein of sixty (60) days duration from April 1, 1994 through May 30, 1994, or if this original term is extended pursuant to the option contained herein, then the PAC-10 shall provide PTN a good faith right of first negotiation for the award of the future rights described herein of sixty (60) days duration from April 1, 1998 through May 30, 1998, said right to be exclusive to PTN.

8. Rights Fees. The rights fees for the forty-seven (47) PAC-10 events (plus the additional events, up to six (6), referred to in paragraph 6), on an annual basis, are to be:

9. **Payment Schedule.** The rights fees for each applicable year shall be due and payable as follows: thirty-three and one-third percent (33-1/3%) of the annual payment on or before October 1; thirty-three and one-third percent (33-1/3%) on or before December 1; and the final thirty-three and one-third percent (33-1/3%) on or before February 1. By July 1 of each year, PTN shall guarantee the ensuing year's annual payment with an irrevocable letter of credit in favor of the PAC-10.

10. **Production Costs.** PTN shall pay all production costs of the events cablecast, including all costs of transmission and "Special Lighting" (as defined in the following sentence). As used in this Agreement, "Special Lighting" shall mean any supplemental lighting that may be required to broadcast a selected event and any field lighting for any unlit stadiums plus, if necessary in connection with such lighting, special electrical generating equipment.

11. **Highlight Show.** PTN will air, at a time of its choosing, a weekly PAC-10 Highlights Show throughout the academic year to be produced in conjunction with the PAC-10 institutions, with PTN dedicating a producer and partially funding said project.

12. **Institutional Profile.** PTN in conjunction with the PAC-10 institutions will produce ten (10) half-hour specials, one of which will profile each PAC-10 institution, and will air multiple runs of said specials as scheduling permits on an equitable basis regarding each institution, one week prior to and during the regular season time periods covered by this Agreement.

13. **Market Penetration.** PTN will, through distribution to its cable system operator affiliates and other sublicensing arrangements, achieve market penetration for each of the 47 cablecasts of a minimum of 22 million cable homes nationwide, with over 4.5 million within PAC-10 market areas. Any events carried on ESPN shall be available to all ESPN North American satellite footprint systems. However, release by ESPN or others is restricted to North American satellite footprint systems or other United States domestic distribution.

14. **Promotion by PTN.** PTN agrees to provide an active promotion campaign for the cablecasts of PAC-10 events. PTN annually shall use its best reasonable efforts to provide the

PAC-10 with PTN's plans for the promotional campaign for football and women's volleyball by August 1 of each year and with PTN's plans for the promotional campaign for the remaining sports covered by this Agreement by October 1 of each year.

In the sports of football and men's basketball (if PTN acquires cablecasting rights in men's basketball from Raycom Sports or, subsequent to the 1991-1992 season, from the PAC-10) for which the PAC-10 previously has sold or retained primary rights, any promotional announcements by PTN shall clearly identify those contests or events which PTN has tentatively scheduled which are subject to preemption by a carrier with superior rights.

15. Football Appearances. PTN shall ensure that its football cablecasts shall provide each PAC-10 institution with at least one appearance (participation in one televised game) every two years of the term of this Agreement. PTN also agrees to give due consideration to the PAC-10's desires to have each institution appear annually. This provision shall not apply to any institution that, for any reason, is not permitted to appear on television during one of the years involved.

16. Hosting. No institution shall be required to host more than one football game in any year but may do so at its own election in conjunction with a request by PTN. Notwithstanding the foregoing, the PAC-10 guarantees to provide twelve (12) PAC-10 hosted games per year throughout the term of this Agreement.

17. Required Appearances. No PAC-10 institution shall be required to appear in football games more than twice per year, but may do so at its own election in conjunction with a request by PTN.

18. Replay Rights. PTN shall have the right to record each game or other event cablecast by PTN under this Agreement. PTN and its sublicensees shall have unlimited rights to replay or otherwise use any such recordings or excerpts thereof.

19. Video Cassette Recording. PTN shall provide to the PAC-10 and also to the PAC-10 host institution at no charge one (1) 3/4 inch video cassette recording of the entire cablecast of each event cablecast hereunder within three (3) days of the completion of the event. The PAC-10 and its member institutions may utilize such recordings for their files, reference, audition, sales promotion, highlight shows and publicity/promotional purposes, provided appropriate visual credit is given to PTN. The PAC-10 may also provide excerpts from said video cassette recordings of no longer than two (2) minutes for use in regularly scheduled sports segments within news or sports news programs so long as no audio portion is utilized and appropriate visual

credit is given to PTN. The PAC-10 (for non-commercial use unless specifically authorized by its members) or its member institutions may also utilize said video cassette recording for any non-broadcast purpose not in conflict with the rights granted hereunder provided that no such use shall include the audio portion or the voice of the PTN announcers or commentators and provided further than an appropriate visual credit is given to PTN.

20. **Feed to be Provided.** PTN agrees to provide a clean video feed and natural sound audio feed of the event cablecast to a television entity or cablecasting entity awarded rights with respect to such event not inconsistent with the provisions set forth in this Agreement. Such feeds shall be required only in the event that adequate facilities for television production beyond those being utilized by PTN cannot be made available by the host institution to such other entity. In the event that it becomes necessary to provide such feeds, the charges by PTN to such television entity or cablecasting entity shall be reasonably negotiated between PTN and such entity with the price to be not larger than the greater of \$5,000.00, or twenty-five percent (25%) of the production costs. Clean feeds for coaches' shows shall be provided at no charge, with PTN to receive visual credit.

21. **Personnel.** Prior to July 1 (for football and women's volleyball) or prior to October 1 (for all other sports) of each year of this Agreement, PTN shall provide the PAC-10 with a list of the names of the play-by-play announcers, color commentators, producers and directors PTN plans to utilize in the cablecasts during the upcoming year. The PAC-10 shall have the right to approve each of the people listed, which approval shall not be unreasonably withheld or delayed. Use of a substitute for any such personnel shall be subject to the approval of the PAC-10 prior to the cablecast of the event involving such a substitute, which approval shall not be unreasonably withheld or delayed. PTN shall pay such personnel and shall select and pay for all camera crews and other personnel used in connection with the cablecasting of the event, and none of such personnel shall be deemed to be employees of the PAC-10.

22. **Student Assistants.** For any cablecast for which such assistance is needed, PTN agrees to use its best reasonable efforts to recruit and utilize students of the host institution in any capacity for which they are deemed suitable by PTN in order to promote the television participation and education of said students.

23. **Access to Stadium Sites, Utilities and Facilities.** The PAC-10 shall insure that PTN and its personnel shall have reasonable access to the site and facilities in which each event

is to take place beginning forty-eight (48) hours prior to the scheduled starting time of said event. Notwithstanding anything contained in this Agreement, the PAC-10 agrees that there will be made available to PTN suitable space and electrical power at each site for the installation and operation of the necessary microphones, television cameras, lights and related equipment. However, PTN shall be responsible for electrical power required for Special Lighting. PTN shall have the right to install, maintain and remove from each site such wires, cables and apparatus as may be necessary for the cablecast of the event, provided, however, that such equipment will not substantially interfere with the use of the site or with any of the means of ingress or egress thereof. Employees and agents of PTN shall be admitted to each site free of charge to the extent necessary to accomplish the pickup and cablecast of the event and the PAC-10 will provide PTN free of charge the necessary working media credentials for such purposes. The PAC-10 agrees that PTN may originate pre-game and post-game cablecasting including commercial announcements from the on-site installations to be used for the cablecast of the event.

24. Logos and Equipment. All placement of mobile equipment, cameras, logos, graphics and personnel on site in the stands or the press box shall be subject to the approval of the host institution's Director of Athletics, which approval shall not be unreasonably withheld or delayed. PTN may display its banners within the stadium, arena or event site. Any radio station or authorized television station also covering a PTN cablecast event other than for news purposes may display not more than two banners of traditional size containing its logo in the arena during the event. The PAC-10 shall not grant its permission for any other electronic media to have banners or logos displayed at the site of the game or event being cablecast. PTN shall have first priority in selecting the position for the display of the banners containing its logo.

25. Sponsors and Advertisers. PTN shall have the right to cablecast the games on an unsponsored basis or on a sponsored or co-sponsored basis or any combination thereof and to select the sponsors and to make appropriate commercial announcements in connection with the cablecast, consistent with the formats contained herein and provided that no commercial or advertisement may directly or indirectly relate its advertising to the institutions' athletes or the PAC-10 unless said sponsor has been specifically set forth as an approved sponsor by the PAC-10 and has cleared such commercial with the PAC-10 prior to use. PTN shall advise the PAC-10 annually by July 1 of each year covered by this Agreement of each advertiser that has purchased advertising time as of that date and consistent with legal requirements shall carefully consider and evaluate any requests by the PAC-10 not to permit participation by a prospective

advertiser.

26. Commercial Format - Football. During each football cablecast under this Agreement, there shall not be more than twenty-eight (28) commercial minutes, the duration of each commercial within each position to be as set forth in Schedule B, attached hereto. In addition to those 28 commercial minutes, PTN will allocate one (1) minute to the promotion of the PAC-10 institutions taking part in the cablecast, one (1) minute to the PAC-10 for promotion of its other institutions and one (1) minute to the PAC-10 for recognition of its corporate sponsors at no cost to the PAC-10 or its corporate sponsors.

27. Commercial Format - Other Sports. Commercial formats for the other sports cablecast hereunder will be agreed upon by the mutual consent of the PAC-10 and PTN and will take advantage of the natural breaks in the action involved in the sports being cablecast, however, in no case are the commercial minutes to exceed seven (7) minutes per hour during any such cablecast. In addition to the commercial format utilized in each cablecast, PTN will provide two (2) minutes of PAC-10 institutional promotional time and one (1) minute to be utilized by PAC-10 for recognition of its corporate sponsors at no cost to the PAC-10 or its corporate sponsors.

28. Playing Rule Restrictions, Team Areas. PTN and its personnel shall abide by all NCAA playing rules of the sport being cablecast at all times during preparation for and/or production of said cablecast. PTN shall not allow its personnel or equipment assigned to the playing floor, arena or game site to leave basic camera positions during the course of an event, except as specifically authorized prior to the cablecast by game management. By rule, in the sport of football, cameras and personnel may not enter the team areas at any time during the game. At all times in all sports, cameras shall be restricted so as not to encroach onto the playing surface or into team meetings or huddles. Cablecasting from the locker rooms shall be prohibited. Microphones may not be placed on coaches nor may coaches be interviewed between the start and conclusion of the competition of the cablecasted event.

29. Force Majeure. If for any reason a cablecast of a football game hereunder is prevented due to weather, war, national emergency, governmental restriction, preemption for an event of overwhelming public importance, labor disputes at the game site, non-PTN equipment failure, act of God or other like cause beyond PTN's control, or the failure by any PAC-10 institution to play any such game for reasons beyond its control other than those covered by paragraph 41 of this Agreement, then in such an event, if another PAC-10 football game is available for a PTN cablecast and if time permits, PTN shall make best

reasonable efforts to substitute such other game for cablecasting. If in PTN's good faith judgment, this is not feasible and the PTN/PAC-10 cablecast is cancelled throughout the telecast area, then, for each football game cablecast thereby prevented, PTN shall be entitled to a pro rata reduction of one-twelfth of the rights fees for that year.

30. Interruption of Cablecast. If for any reason any cablecast of a football game by PTN is commenced but is thereafter materially interrupted prior to completion due to any of the reasons set forth in the preceding paragraph 29, it is understood that there shall be a one-twelfth (1/12th) reduction of the rights fees due the PAC-10, offset by payment to the PAC-10 of a pro rata percentage share of the commercial inventory cablecast in said interrupted game. However, the PAC-10 shall receive its full share of the rights fees if PTN is able to reschedule a subsequent PAC-10 game at a later date during the applicable season and the PAC-10 will also receive a pro rata percentage for additional revenues received by PTN as a result of the partial game previously cablecast.

31. No Rights Fees Deduction Re Other Sports. If any scheduled event other than a football game is cancelled, interrupted or not concluded due to any of the causes referred to in paragraph 29 above, there shall be no reduction in the rights fees by PTN to the PAC-10 as it is understood that the rights fees agreed upon by PTN and the PAC-10 are based solely upon the football exposures of the PAC-10 Conference.

32. Name and Likeness. The host PAC-10 institution shall be solely responsible for making all arrangements for the staging of the events being cablecast hereunder, and such arrangements shall accord to PTN all rights or consents necessary or contemplated for the exercise of PTN's rights under this Agreement or necessary for PTN's cablecast of the event and the promotion and advertising thereof, including necessary name and likeness rights to all participants and officials and other persons connected with the staging of the event. Any such use shall not be in the manner of an endorsement of any product or service.

33. Copyright/Trademarks. PTN acknowledges the ownership by the PAC-10 and its member institutions of all property rights in their hosted events and upon request by the PAC-10 will give appropriate notice of such ownership to the viewing public or others. The parties agree that all live and delayed cablecasts produced by PTN hereunder and all recordings thereof, in whole or in part, shall be copyrighted and that such copyrights shall be owned by PAC-10 and each respective participating institution, subject to the rights and licenses granted to PTN herein. PTN acknowledges that the PAC-10 and its

member institutions are each the owners of the names, trademarks, service marks, symbols and/or logos associated with them (collectively the "marks"). PTN agrees that it shall not sell or distribute any merchandise bearing such marks nor authorize others to do so without obtaining the prior written consent of the PAC-10 and its respective member institutions. The PAC-10 and its member institutions hereby grant to PTN the right and license to use their marks solely in connection with the PTN's programming and event cablecasts hereunder and the advertising or promotion thereof. PTN grants to the PAC-10 and its member institutions the right and license to use its name and service marks in connection with the events hereunder subject to restrictions analogous to those imposed hereby on PTN's use of PAC-10's marks and further subject to PTN's right to control the quality of goods and services in connection with which PTN's name and service marks are used. If either party learns of infringing uses of the foregoing marks, it will promptly advise the other party of such uses and assist in causing such practices to cease.

34. **Tickets.** The PAC-10 and its member institutions shall provide for purchase by PTN, twenty-four (24) of the best available seats to any football game to be cablecast by PTN hereunder. Said ticket allotment will not be in addition to but shall include any previous or concurrent ticket commitments set forth in any other agreements between PTN and PAC-10 member institutions. The other events will be treated individually as varying arenas, stadiums or competitive sites permit. Upon completion of the selection of other events to be cablecast, a ticket format for said other events will be mutually agreed to by the PAC-10 and PTN.

35. **Warranties.**

a) The PAC-10 warrants that all PAC-10 institutions have assigned rights for selection for cablecasting of certain of their sports events covered by this Agreement, including football, to the PAC-10 and that all PAC-10 institutions are bound and authorized to honor the grant of the selection rights and exclusivity contained herein to PTN and all have specifically approved the grant of these rights to PTN, subject to the review and approval of this Agreement by the Chief Executive Officer of each member institution. Following selection of the games to be cablecast under the terms herein, such rights to all other such events shall be retained by the respective host institutions for use not in conflict with this Agreement. This Agreement is primary to any individual agreement a PAC-10 member institution may have with PTN or any other entity with respect to any potential event covered by this Agreement.

b) PTN warrants that the terms of all sublicensees under this Agreement will be subject to the terms and conditions

of this Agreement.

36. Indemnification.

a) The PAC-10 agrees to indemnify PTN and its agents, employees, successors and assigns from and against any claims arising out of, or caused by, any material or persons furnished by PAC-10 and any material breach by PAC-10 of any warranty or agreement made by it hereunder.

b) PTN agrees to indemnify PAC-10 and its member institutions, agents, employees, successors and assigns from and against any claims arising out of, or caused by, any material or persons furnished by PTN in connection with its cablecasts hereunder or any material breach of any warranty or agreement made by PTN hereunder.

37. Surrounding Events. As part of the cablecasts, PNT's rights shall extend to the cablecast of all events taking place in, or in the immediate vicinity of, the stadiums, arenas or event sites before, during or after the games and/or during half-time intermissions, except for any special concerts or activities which in and of themselves constitute a separate event to take place at the game site.

38. Contrasting Uniforms. The PAC-10 and its member institutions shall insure that the teams participating in each of the games or events cablecast shall wear contrasting uniforms discernable to viewers of both color and black and white television receivers except for such events that do not necessitate separation of players by uniform designation.

39. Default. The following shall constitute defaults under this Agreement:

a) If PTN defaults in the payment of any part of the rights fees provided for herein, when due, and such default continues for ten (10) days after notice and demand by the PAC-10 to PTN; or

b) If for any year PTN fails to provide the irrevocable letter of credit in favor of the PAC-10 by the date required under paragraph 9; or

c) If PTN fails to provide the market penetration set forth in paragraph 13; or

d) If PTN is adjudicated a bankrupt, files a petition of bankruptcy or for reorganization under the National Bankruptcy Act, makes an assignment for the benefit of its creditors, or a receiver is appointed for all or substantially

all of its property, and the appointment, adjudication or petition is not vacated within fifteen (15) days or sixty (60) days in the case of an involuntary petition); or

e) If PTN fails to schedule and/or cablecast a scheduled event of an approved substitute therefor as set forth herein after ten (10) days notice by the PAC-10 to proceed with said agreed upon cablecasts.

40. **Remedies Upon Default.** Upon any default as set forth in the preceding paragraph ~~38~~, the PAC-10 shall have the right to:

39 *ack*
1-27-81

a) Terminate and cancel this Agreement and all rights conferred to PTN under this Agreement;

b) Declare all sums payable under this Agreement for the current year due and owing; and if said default occurs after March 1 of any contract year other than the final contract year, the subsequent yearly fee will be due and owing; however, if the PAC-10 enters into a subsequent agreement with another cablecaster for that ensuing year, then the amount owing to the PAC-10 shall be offset by the amount received by the PAC-10 from the subsequent cablecaster;

c) Exercise the PAC-10's rights under letter of credit.

Each remedy provided is cumulative and shall be in addition to all other rights or remedies existing in this Agreement or in law, equity or bankruptcy.

41. **Probation.** In the event any PAC-10 member institution is placed on probation by the NCAA or PAC-10 and the cablecasting of said PAC-10 member institution's football games is prohibited, then during the period of such probation or other prohibition the fees payable by PTN to the PAC-10 shall be subject to renegotiation by the mutual agreement of PTN and the PAC-10, however, in no event shall said right fees be diminished by more than ten (10) percent for each team prohibited from appearing in any season. As soon as such probation or other prohibition ends, the rights fees payable thereafter shall be as originally provided in this Agreement.

42. **Waiver.** No consent or waiver, express or implied by any party of any breach or default by any other party in the performance of its obligations hereunder shall be deemed to be a consent to or waiver of any further or other breach or default by such other party in the performance of the same or any other obligations of such party. Failure on the part of any party to complain of any act, or failure to act, of any other party or to

declare any other party to be in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

43. Disputes. In the event of any dispute regarding enforcement or performance of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

44. Notices. All notices hereunder shall be in writing and shall be sent by personal delivery or by registered or certified mail, return receipt requested, to the respective parties. Notices sent to the PAC-10 shall be addressed to:

Commissioner
Pacific-10 Conference
800 S. Broadway, Suite 400
Walnut Creek, California 94596

with a copy to:

Chris W. Burford, III, Esq.
Burnhill, Morehouse, Burford,
Schofield & Schiller, Inc.
1220 Oakland Boulevard, Suite 200
P.O. Box 5168
Walnut Creek, CA 94596

and notices to PTN shall be addressed to:

Prime Time Network
401 South Prairie Avenue, Suite 104
Inglewood, California 90301
Attn: John Severino

with a copy to:

Julian K. Quattlebaum, III, Esq.
Daniels Communications, Inc.
3200 Cherry Creek South Drive, Suite 500
Denver, Colorado 80209

or to such other address or addresses as may be designated in writing by either party. Such notices shall be deemed to have been given upon personal delivery or upon the earlier of the date of actual delivery as evidenced by the post office's return receipt or five (5) days after being deposited in the United States mail in accordance with this paragraph.

45. Applicable Law. California law shall apply to this Agreement and Walnut Creek, California, is deemed to be the site where this Agreement is entered into.

46. **Written Agreement.** This Agreement contains the entire understanding of the parties related to this Agreement and cannot be changed or terminated orally. Changes, if any, may only be effected by mutual agreement in writing.

47. **Incorporation.** This Agreement incorporates the attached Schedule[s] A and B.

48. **Headings.** Paragraph headings are solely for convenience and have no legal significance.

49. **Assignment.** Neither party may assign its rights and obligations hereunder, in whole or in part, without the prior written consent of the other party. However, PTN shall have the right to sublicense its production rights and carriage of its signal of the events cablecast hereunder provided that by its terms each sublicense is subject to all of the terms and conditions contained in this Agreement and PTN remains responsible for the overall production and administration covered by this Agreement. This Agreement shall be binding upon the parties and their respective successors.

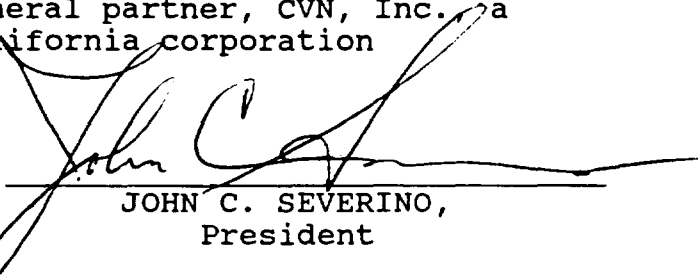
50. **Miscellaneous.** If any provision is unenforceable or invalid for any reason, the remainder of this Agreement shall continue in effect. Words used in the singular shall denote the plural and words in the plural shall denote the singular when the context so requires.

DATED:

PRIME TICKET NETWORK, A CALIFORNIA
LIMITED PARTNERSHIP, through its
general partner, CVN, Inc. a
California corporation

9-25-89

By:



JOHN C. SEVERINO,
President

DATED:

PACIFIC-10 CONFERENCE


9-29-89

By:


JERRY I. PORRAS,
President

9-27-89

By:


THOMAS C. HANSEN,
Commissioner

8-31-89

14

TCN 8-27-89

SCHEDULE A

PAC-10 Member Institutions

University of Arizona

Arizona State University

University of Oregon

Oregon State University

University of Washington

Washington State University

University of California, Berkeley

University of California, Los Angeles

Stanford University

University of Southern California

SCHEDULE B

Commercial Format: During each cablecast under this Agreement, there shall be not more than twenty-eight (28) commercial minutes, the durations of each commercial within each position as set out below shall be designated by PTN. These commercials shall be presented in twenty-five (25) commercial positions.

(a) The commercial periods, which shall be not more than sixty (60) seconds in duration each unless otherwise specified, shall be distributed in accordance with this format:

Start of Game Cablecast

- (1) Commercial (60 seconds)

Start of First Quarter

- (2) Commercial (60 seconds)
- (3) Commercial (60 seconds)
- (4) Commercial (90 seconds)
- (5) Commercial (60 seconds)

End of First Quarter

- (6) Commercial (60 + 60 seconds)

Start of Second Quarter

- (7) Commercial (60 seconds)
- (8) Commercial (60 seconds)
- (9) Commercial (60 seconds)
- (10) Commercial (60 seconds)
- (11) Commercial (60 seconds)

End of Second Quarter

Halftime

- (12) Commercial (60 seconds)
+ PAC-10 message (60 seconds)
- (13) Commercial (60 + 60 seconds)
- (14) Commercial (60 seconds)
+ Institutional messages (60 seconds)
- (15) Commercial (60 seconds)

Start of Third Quarter

- (16) Commercial (60 seconds)
- (17) Commercial (60 seconds)
- (18) Commercial (90 seconds)
- (19) Commercial (60 seconds)

PP93-21

RECEIVED

MAY 12 1994

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

ABC MASTER AGREEMENT

This ABC MASTER AGREEMENT is entered into as of August 1, 1993 among the PACIFIC-10 CONFERENCE ("PAC-10"), THE BIG TEN CONFERENCE, INC. ("BIG TEN", and PAC-10 and BIG TEN are sometimes collectively referred to herein as the "Conferences"), the PASADENA TOURNAMENT OF ROSES ASSOCIATION ("Tournament") and ABC SPORTS, INC. ("ABC").

RECITALS

WHEREAS, the Conferences concurrently herewith, invoking rights granted to them by their respective member institutions, have further described and limited the rights granted to ABC hereunder by entering into the 1993 ABC/PAC-10/BIG TEN Regular-Season Contract Principles attached hereto as Exhibit A and incorporated by reference herein under which ABC shall broadcast live television coverage of certain regular-season football games (the "Regular-Season Principles") and, together with Tournament, by entering into the 1993 Rose Bowl Television Contract Principles attached hereto as Exhibit B and incorporated by reference herein under which ABC shall broadcast live television coverage of Rose Bowl Games (the "Rose Bowl Principles"), plus any amendments, renewals and extensions thereof to which both Conferences and (if appropriate) Tournament agree (collectively, the "ABC Principles"); and

WHEREAS, the parties have more fully set forth the terms and conditions regarding the distribution of ABC television rights fees among the Conferences and Tournament under the ABC Principles; and

WHEREAS, the parties believe and intend that the ABC Principles shall constitute material exhibits to this ABC Master Agreement and that such ABC Principles should be interdependent, that a material breach of one of the ABC Principles should constitute a material breach of both of the ABC Principles and this ABC Master Agreement, and that certain provisions of the ABC Principles and this ABC Master Agreement should be deemed to be co-existent, as more fully set forth herein.

THEREFORE, in exchange for the mutual covenants and agreements herein, the parties agree as follows:

1. Term. The term of this ABC Master Agreement shall be co-extensive with the terms set forth in the ABC Principles.

2. Rights. The Conferences and Tournament have hereby granted to ABC exclusive live television and exhibition rights to regular-season PAC-10/BIG TEN games and Rose Bowl games as further described in the Regular-Season Principles and Rose Bowl Principles, respectively. ABC has agreed to televise such regular season games and Rose Bowl games, all as set forth in the Principles.

3. Total Rights Fees. In full consideration of the rights granted to ABC hereunder for regular-season PAC-10/BIG TEN and Rose Bowl Games beginning in the 1992 college football season and ending January 1, 2001, as further described in the ABC Principles, ABC shall pay to the Conferences and Tournament television rights fees in the following aggregate sums:

4. Material Breach.

a. In the event that either of the Conferences or Tournament engages in conduct which is a willful and sustained material breach under either of the ABC Principles or this ABC Master Agreement, such conduct shall be deemed to be a material breach of both the ABC Principles and this ABC Master Agreement. ABC shall promptly notify both Conferences and Tournament of the breach. Upon receipt of such notice, the breaching party shall have 30 calendar days to cure such breach. If such breach is not timely cured and ABC elects to terminate this ABC Master Agreement, ABC shall notify the Conferences and Tournament within 15 calendar days after such 30-day period has expired of its intent to terminate.

b. In the event that ABC engages in conduct which is a willful and sustained material breach under either of the ABC Principles or this ABC Master Agreement, such conduct shall be deemed to be a material breach of both the ABC Principles and this ABC Master Agreement. As to such a breach of the Regular Season Principles, both Conferences acting collectively (and as to such a breach of the Rose Bowl Principles, both Conferences and Tournament acting collectively), shall notify ABC of the breach. Upon receipt of such notice, ABC shall have 30 calendar days to cure such breach. If such breach is not timely cured and the Conferences and Tournament elect to terminate this ABC Master Agreement, the Conferences and Tournament shall notify ABC within 15 calendar days after such 30-day period has expired of their intent to terminate.

c. Neither the Conferences, nor the Conferences and Tournament, nor ABC, may terminate this ABC Master Agreement without also terminating both of the ABC Principles.

5. Prospective Expansion of Conferences. In the event that either of the Conferences expands its membership during the term of this ABC Master Agreement by one or more institutions, ABC agrees (i) to discuss in good faith with the Conferences and Tournament the enhanced value of the telecast rights acquired by ABC hereunder as a result of such expansion, and (ii) to negotiate with the Conferences, and with Tournament to the extent such expansion involves the Rose Bowl Principles, an appropriate adjustment, if any is warranted under this ABC Master Agreement, in the rights fees payable by ABC hereunder, provided, however, that ABC shall be under no legal obligation to increase such rights fees.

6. Change in Value of Rights. ABC agrees to discuss increasing the rights fees described herein should there be a demonstrably significant change in the value of the television rights granted to ABC during the term of this ABC Master Agreement provided, however, that ABC shall be under no legal obligation to increase such rights fees. Indicators of such significant change might include, without limitation, a significantly higher rights fee contracted for in the future for comparable inventory by another conference or group or association of conferences and/or institutions.

7. Termination After Rights Fee Reduction. In the event that a change or changes occur in the permanent structure of the BIG TEN and/or the PAC-10, such as voluntary withdrawal or involuntary dismissal of one or more member institutions, and such change or changes result in the aggregate in an annual rights fee reduction of 33% or more hereunder, then (i) at least two of the three rights owners (consisting of the Conferences and Tournament), acting jointly, or (ii) ABC shall

have the option to terminate this ABC Master Agreement prior to October 15, 1999 by giving written notice to the other party or parties, and such termination shall be effective no earlier than 15 months after such written notice is given; provided that the parties exercising termination rights under this Section 7 agree to negotiate in good faith with the other parties during such 15-month negotiating period. Upon the effectiveness of such termination of this ABC Master Agreement, the parties hereto agree that all provisions for future rights under Section 8 of this ABC Master Agreement, Section 20 of the Regular-Season ABC Principles and Section 23 of the Rose-Bowl Principles shall no longer be binding upon the parties hereto.

8. Future Rights. The Conferences and Tournament have granted ABC certain rights of "exclusive first position" to acquire television and exhibition rights to regular-season PAC-10/BIG TEN football games and Rose Bowl games in future years as further described under Section 20 of the Regular-Season ABC Principles and Section 23 of the Rose Bowl Principles. Such exclusive first position rights are deemed to be co-existent and, unless otherwise agreed to hereunder, ABC may not exercise its first position rights under one of the ABC Principles without also exercising those same rights under the other ABC Principles. Further, unless otherwise agreed to by each of the Conferences, for purposes of considering, accepting or rejecting offers made by ABC hereunder, and applying the provisions of Section 20 of the Regular Season Principles and Section 23 of the Rose Bowl Principles, any offer made by ABC under either of the ABC Principles shall be combined and treated as a single offer. The first position rights under both of the ABC Principles shall terminate (i) automatically upon the termination of this ABC Master Agreement for any reason, or (ii) upon a material breach by ABC as set forth in Section 4(b) above. It is understood that the renewal of this ABC Master Agreement will be subject to the first position rights set forth in the ABC Principles.

9. Authorization.

a. The BIG TEN warrants that it has full right, power and authority to enter into this ABC Master Agreement; that all required consents and authorizations by all bodies of the BIG TEN member institutions have been obtained and that the BIG TEN is authorized to sign this ABC Master Agreement on the BIG TEN members' behalf, subject to final ratification of the signed ABC Master Agreement by the chief executive officer of each institution of the BIG TEN.

b. The PAC-10 warrants that it has full right, power and authority to enter into this ABC Master Agreement; that all required consents and authorizations by all bodies of the PAC-10 member institutions have been obtained and that the

PAC-10 is authorized to sign this ABC Master Agreement on the PAC-10 members' behalf, subject to final ratification of the signed ABC Master Agreement by the chief executive officers of the member institutions of the PAC-10.

c. The Tournament warrants that it has full right, power and authority to enter into this ABC Master Agreement.

d. ABC warrants that it has full right, power and authority to enter into this ABC Master Agreement.

10. Notices. All notices, consents, requests, demands or other communications to the respective parties shall be in writing and shall be effective for all purposes upon receipt in the case of (i) personal delivery, (ii) delivery by messenger or overnight courier, (iii) delivery by United States first class certified or registered mail, postage prepaid to the addresses shown on the ABC Principles. Any party may change its address by written notice to the other in the manner set forth above.

11. Further Assurances. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purposes of this ABC Master Agreement. The parties shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations relating to the matters covered by this ABC Master Agreement.

12. Warranties and Indemnification

a. The Conferences and Tournament hereby represent and warrant that:

- (i) They possess all of the rights and privileges acquired by ABC in this ABC Master Agreement.
- (ii) The rights ABC has acquired and its use thereof will not infringe upon nor violate the rights of any third party.

b. The Conferences and Tournament agree, with respect to each other only, that in the event of an uncured material breach, as described in Section 4(a) above, which results in a termination of this ABC Master Agreement, the party responsible for such breach will indemnify the non-breaching party or parties for any and all damages, losses or injuries to such non-breaching parties resulting from such breach, including reasonable attorneys' fees and costs. The

Conferences and Tournament acknowledge their respective duties to mitigate any damages each may incur as a result of any breach of this ABC Master Agreement.

c. ABC shall defend, indemnify and hold harmless the Conferences and Tournament from any suits, claims, demands, damages, liabilities, costs and expenses including, but not limited to, reasonable counsel fees, arising out of the exercise by ABC of any of its rights under this ABC Master Agreement including, but not limited to, ABC's furnishing of any element under this ABC Master Agreement or ABC's breach of any duty owed under this ABC Master Agreement or otherwise, provided that such suits, claims, demands, damages, liabilities, costs and expenses are not proximately caused by any breach of such rights by any indemnitee and further provided that any such indemnitee shall notify the other and ABC within a reasonable time of notice of any such claim, demand, liability, cost or expense to which this indemnity applies. The Conferences and Tournament acknowledge their respective duties to mitigate any damages each may incur as a result of any breach of this ABC Master Agreement by ABC.

d. The Conferences and Tournament each shall defend, indemnify and hold harmless ABC from any suits, claims, demands, damages, liabilities, costs and expenses including, but not limited to, reasonable counsel fees, arising out of the exercise by the Conferences and/or Tournament of any of its rights under this ABC Master Agreement including, but not limited to, the furnishing of any element by the Conferences and/or Tournament under this ABC Master Agreement or breach by any such entity of any duty owed under this ABC Master Agreement or otherwise, provided that such suits, claims, demands, damages, liabilities, costs and expenses are not proximately caused by any breach of such rights by ABC and further provided that ABC shall notify the indemnitor within a reasonable time of notice of any such claim, demand, liability, cost or expense to which this indemnity applies. ABC acknowledges its duty to mitigate any damages it may incur as a result of any breach of this ABC Master Agreement by the Conferences and/or Tournament.

e. ABC shall defend, indemnify and hold harmless the Conferences and Tournament from any penalties, fines or other assessments from the NCAA resulting from a violation of any NCAA policies or procedures applicable at the time of (i) the regular-season football game at issue of which ABC after reasonable inquiry has knowledge, or (ii) the post-season football bowl game at issue, should such a violation in either case be proximately caused by ABC pursuant to the exercise of its rights under this ABC Master Agreement.